

## HUMAN SERVICES BOARD

# INTRODUCTION

## FINDINGS OF FACT

2. The petitioner and her son moved into the Family Shelter on or about May 15, 2007. Before moving into the

Family Shelter, the petitioner left her apartment on or about April 30, 2007<sup>1</sup> and stayed with her parents the next two weeks until space became available in the Family Shelter.

3. When petitioner moved into the Family Shelter, her sole source of income was Reach Up Financial Assistance (RUFA) benefits in the amount of \$530 per month. Petitioner subsequently found employment as a personal care attendant and is now earning \$8.50 per hour or net income of \$407 every two weeks. Petitioner's RUFA grant will close mid-August 2007.

4. On or about June 28, 2007, petitioner voluntarily left the Family Shelter. Petitioner explained that the Family Shelter had rules and that residents were penalized with points for rule violations. If a resident reached twenty penalty points, the resident had to leave the shelter.<sup>2</sup> Prior to leaving the Family Shelter, petitioner was penalized with five points raising her total to seventeen points. She did not agree with this penalty and decided to

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<sup>1</sup> Petitioner received a notice of lease termination on or about February 28, 2007 terminating her lease effective April 30, 2007.

<sup>2</sup> The Family Shelter has a grievance procedure residents can use if they disagree with shelter decisions. Petitioner did not use this procedure before leaving the Family Shelter.

leave the Family Shelter. Petitioner did not have to leave the Family Shelter; she could have remained in the shelter.<sup>3</sup>

5. Since leaving the Family Shelter, petitioner has stayed with a friend (note dated June 28), at a motel from July 10-13 (motel receipt), with her sister from July 15-22 (receipt from sister), and with her parents since July 23. Petitioner cannot remain more than two weeks with her parents because her parent's Section eight tenancy would be threatened. Petitioner wanted the Department to pay temporary housing assistance to a motel.

ORDER

The Department's decision is affirmed.

REASONS

The petitioner has applied for temporary housing assistance through the Emergency Assistance (EA) and General Assistance (GA) programs.<sup>4</sup>

W.A.M. § 2813.2 states:

Temporary housing is intended to provide short term shelter (84 day maximum) for applicants who are involuntarily without housing through circumstances they

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<sup>3</sup> Once a resident leaves the Family Shelter, the resident cannot return until a year passes due to the demand for shelter spaces.

<sup>4</sup> The EA regulations are found at W.A.M. § 2800 *et seq.* and the GA regulations are found at W.A.M. § 2600 *et seq.* The pertinent GA regulations mirror the EA regulations.

could not have reasonably avoided and for whom permanent housing or alternative arrangements are not immediately available. "Could not reasonably avoided" is subject to the limitation in 2802.1(4).

See W.A.M. § 2613.2.

The crux of this case is whether the petitioner is involuntarily without housing through circumstances that she could not have reasonably avoided. When determining whether the petitioner could not reasonably avoid her loss of housing, we are directed to the limitation in W.A.M. § 2802.1(4) which states, in part:

A court-ordered eviction or constructive eviction, as defined at 2802.2, due to circumstances over which the applicant had no control.

See W.A.M. § 2602.1(4).

The petitioner has not made the requisite showing in this case. Petitioner was housed at the Family Shelter. Petitioner voluntarily left the Family Shelter. She was not evicted from the Family Shelter nor did she make any showing that she was constructively evicted. Petitioner did not need to leave the Family Shelter; she could have remained and continued with housing and services for her family.

Petitioner has argued that we should not look at the circumstances of her leaving the Family Shelter based on her argument that the Family Shelter was temporary housing, but

look at the circumstances regarding the loss of her prior permanent housing on April 30, 2007.<sup>5</sup> However, as the Board stated in Fair Hearing No. 18,575:

The Board is unaware of any provision in the above regulations requiring that a court-ordered or constructive eviction be from permanent as opposed to temporary housing.

Accordingly, the Department's denial of EA and GA temporary housing assistance is affirmed. 3 V.S.A. § 3091(d), Fair Hearing Rule No. 17.

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<sup>5</sup> The petitioner argued that she was constructively evicted from her permanent housing. However, her argument is problematic as the apartment had passed the housing standards of the Burlington Housing Authority and the petitioner was at the end of her lease period.